

RAPID PREP LLC - WA.
NORTHWEST SERVICE CENTER
LAKEWOOD, WA 98499
(877) 529-2124



rapidprep.com
1-877-529-2124

RAPID PREP

CUSTOMER		JOB LOCATION	RESERVATION #
ELECTRON HYDRO, LLC 1800 JAMES ST STE 201 BELLINGHAM WA 98225		ELECTRON HYDRO, LLC CUSTOMER PICK UP RP LAKEWOOD OFFICE LAKEWOOD WA 98499	Res# 4000
TERMS	PHONE	DATE	TIME
ADV. PAYMEN	W (360) 738-9999 F (360) 733-3056	10/26/20	1:53 PM JML
PO/JOB #	RECEIVED BY		
VACUUM	KELLY HARRISON 360-738-9999	11/09/20	1:53 PM KC

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QTY	ITEM	DAY	WEEK	4 WEEK	EXT AMT	NET AMT
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1	1402-0043 VACUUMS 616 D TR(VAC)	Ex. 4 CBI	6400.00	6400.00
	Meter Reading Out: 432.60			
	Free Meter Units per Day: 8.00	Charge per Additional Unit: Ex. 4 CBI		
200	1602-0000 HOSE VACUUM 4"	Ex. 4 CBI	1000.00	
10	RP NMES 36X36X3WASTE BAG 36X36X36		350.00	

Rental Text : Customer is responsible for returning vacuum empty of all waste. Fuel tank level is full. Must be returned full to avoid fuel charge of \$500.00. 200 ft of 4" vacuum hose must be returned to avoid replacement costs. Customer is responsible for properly loading/unloading/lifting of vacuum. New customer requirements: 2 week advance payment. If vacuum is returned prior to the 2 week duration, Rapid Prep will credit back the difference.

----- Payments -----
No Payment Made

****NEW REMIT ADDRESS****
RAPID PREP, LLC.
44 CROSS PARK AVE.
NORTH KINGSTOWN, RI 02852

RENT	7400.00
SALES	350.00
OTHER	0.00
DW/FEES	0.00
FILTER CHGS	128.00
SALES TAX	612.25
DEPOSIT	0.00

Rapid Prep's labor rate of Ex. 4 CBI per hour plus any additional costs including but not limited to hazardous disposal costs, will be applied to ANY equipment not returned in the condition it was rented.

I HAVE READ THE TERMS OF THIS CONTRACT
FRONT AND BACK AND I AGREE TO ABIDE BY THEM

LESSEE X

TOTAL DUE	8490.25	TOTAL PAID	0.00
EST AMT DUE	8490.25		
		23-OCT-20	10:40:48

Reorder from In-A-Bind • 800-852-2463 • Form #17707

WARNING TO LESSEE/OPERATOR

1. Rental rates do not include fuel, oil, water and/or any other consumables.
2. Dust Collector and Recycler Augers are to be run a minimum of 2 times daily. If debris is allowed to collect in Hoppers, the Lessee will be charged to clean said Hoppers.

RENTAL CONDITIONS

1. **Use:** Lessee shall use the equipment only in a careful and proper manner, at the location stated on the front side. Lessee will allow only qualified personnel to use said equipment. Lessee will not allow any modifications to be made to the equipment without Lessor's written permission. Lessee acknowledges that it is familiar with the safe operation of the equipment. Lessee warrants that the equipment will be used for legal business purposes only and not for personal, family, or agricultural purposes.
2. **Location:** Equipment shall be delivered and thereafter kept, maintained and located at the location specified herein and shall not be removed without Lessor's prior written consent. Lessee will obtain any consent required by Landlord.
3. **Insurance:** Lessee will keep in force public liability insurance policies covering the equipment and its operation with minimum limits of \$1,000,000, \$1,000,000 for injury to persons and \$1,000,000 for injury to property. Lessee will also carry insurance for the benefit of Lessor in the amount of the full list price of such equipment for fire, theft, flood, riot, vandalism, windstorm, acts of God and other perils ordinarily insured against by extended coverage and workmen's compensation insurance on all operators and equipment.
4. **Insolvency:** In the event insolvency or bankruptcy proceedings are entered by or against Lessee, then this agreement shall terminate as of the day before such proceedings were begun and the equipment shall be returned to Lessor immediately upon Lessor's demand.
5. **Indemnity:** Lessee will indemnify and save Lessor harmless from and against any and all claims, demands and causes of action of every kind, nature and description whatsoever, including legal expenses and all costs or expenses incurred by Lessor arising from or connected with Lessee's use of the equipment or in the event the Lessee shall be in default, arising out of the condition of the equipment sold or disposed of by the Lessor after use by the Lessee.
6. **WARRANTIES:** LESSOR MAKES NO WARRANTY OF ANY KIND, EXPRESS OR IMPLIED AS TO ANY MATTER INCLUDING THE CONDITION OF EQUIPMENT, ITS MERCHANT ABILITY OR FITNESS FOR ANY PARTICULAR PURPOSE AND LESSEE LEASES THE EQUIPMENT "AS IS."
7. **Identification:** Lessee will not change or remove any identification, which has been or will be placed upon the equipment indicating Lessor's ownership, at any time during the term of this lease. Title to the equipment remains with Lessor at all times.
8. **Events of default:** The happening of any of the following events shall be an event of default:
 - a) Lessee's failure to make any rent payment when due.
 - b) Lessee's failure to perform any obligations hereunder.
 - c) Lessee shall become insolvent.
 - d) If Lessee's financial condition shall change or undergo any change or that in Lessor's sole opinion Lessor's risk is materially increased.
 - e) Lessee shall have made or intends to make a bulk transfer of furnishings, fixtures, or inventory.
 - f) If Lessee shall allow its property to be attached whereby the equipment may be taken or levied upon.
 - g) If upon inspection of the equipment by Lessor it shall determine that such equipment is being used beyond its capacity or improperly cared for or abused.
 - h) If any representation made by Lessee hereunder or in any document or credit application furnished by it to Lessor shall prove to be incorrect to any material respect.
9. **Usage Rate:** The Lessor uses state of the art tracking equipment. Hourly usage will be charged to the nearest hour. In the event of a dispute regarding hours, the hours recorded electronically from the hour meter will prevail. All rentals are based on an eight (8) hour day, five (5) day forty (40) hour week and a twenty (20) day, one hundred sixty(160) hour month.

ADDITIONAL USE: 500 VAC. UNIT- \$35.00/ HR PER FOR USE OVER SINGLE SHIFT ALLOWANCE

- Demand or legal process to the extent permitted by law, enter into the premises where the Equipment is located and immediately take possession of and remove said Equipment, without liability for suit, action or other proceeding, and all rights of Lessee in the Equipment shall terminate absolutely. Lessee hereby waives notice of hearing with respect to such actions. In the event Lessor takes possession of the Equipment, Lessor shall give Lessee credit for all sums received by Lessor from the Sale/Rental of same, up to but not exceeding the deficiency remaining on Lessee's lease agreement plus Lessor's residual interest in the Equipment. Lessee shall also be liable to Lessor for (a) all expenses incurred by Lessor in connection with the enforcement of its remedies, including but not limited to costs of repossession, storing, shipping, repairing, and selling the Equipment; and (b) reasonable attorney's fees of twenty percent (20%) of the Present Value of the total unpaid rentals, plus all court fees. All remedies hereunder are cumulative and may, at the extent permitted by law, be exercised concurrently or separately. The exercise of any one remedy shall not be deemed to preclude the exercise of any other remedy. No failure or on the part of Lessor to exercise, and no delay in exercising, any right or remedy shall be construed as a waiver thereof or as a modification of the terms of this lease.
10. **Disclaimer:** In no event shall Lessor be liable to Lessee or any third party for damages, ordinary, special, consequential or exemplary, arising out of, pursuant to, or in connection with this agreement, the rental of equipment covered hereby or in any way related to Lessor's performance of the services, assistance and/or providing of equipment herein set forth.

Rental Period : This rental shall start and include the day the equipment leaves Lessor 's yard and shall end but include the day same is returned by Lessee to Lessor 's yard .

11. Lessee's Obligations:

- a) Lessee shall pay all transportation and handling charges to and from Lessor 's yard.
- b) Lessee shall pay for all minor repairs resulting from any cause and all major required by reason of negligence, abuse or modifications of the equipment.
- c) Lessee shall keep the equipment free of all liens and encumbrances and in good repair and shall pay the full Insurable Value if the equipment is destroyed, stolen or damaged.

12. Representation : Lessee acknowledges that it has received the equipment in good repair , order and condition, free from defects unless otherwise specified in writing. Lessee agrees to return the equipment in good repair, order and condition , free from defects unless otherwise noted in writing . Lessee agrees to return the equipment in like condition, except for normal wear and tear and to pay for any cleaning, repairs or replacements necessary, including but not limited to abnormal tire wear. All equipment, attachments, accessories and repairs at anytime made to or placed on the equipment or property leased or to be leased by the Lessor to the Lessee pursuant to this Agreement shall become part thereof and become the property of the Lessor at the Lessor 's option . Lessee grants Lessor the right to inspect the equipment at all times wherever located.

13. Financial Charge: All accounts thirty (30) days past due will be charged a FINANCE CHARGE which is computed by a periodic rate of 1.5% per month or an ANNUAL PERCENTAGE RATE OF 18%.

14. Invoice: This is your only invoice. In the event legal action is necessary to collect for the items represented by this invoice, Lessee agrees to pay all collection costs and for attorney 's fees.

15. Misc.: Lessee agrees that it will not (1) Sublet or assign; or (2) move the equipment to another site; or (3) modify this agreement without Lessor's prior written permission .

16. Additional Rental: Lessor shall insure that lease agreement is used in accordance with all local and state codes. Lessor will also comply with state , local, or other governing body 's requirements regarding traffic control measures and/or operation of equipment in close proximity to power lines.

17. Additional Insured Requirements: Insurance Certificate should include the following :

- a) Rapid Prep, LLC named as additional insured.
- b) Property coverage to include the full list price of such equipment and insure each equipment against perils defined as "All Risk" under insurance contract.
- c) Lessor should be named as loss payee.

18. Lease Irrevocability: This lease is irrevocable for the full term thereof ; Lessee's obligations under this lease are absolute and shall continue without abatement for any reason including , but not limited to, inability to Lessee to use the Equipment, war, act of God, governmental regulations, strike, loss, damage, destruction, obsolescence, equipment failure, or to terminate by operation of law.

19. Taxes: Lessee shall pay all sales, use, excise, personal property, stamp, documentary, and ad value taxes, license and registration fees, assessments, fines and all other charges imposed upon the ownership , possession or use of the equipment during the term of this lease. Further, Lessee shall reimburse Lessor, upon Lessor 's written demand , for all monies advanced by Lessor for these purposes.

20. Special Notes and Conditions:

LESSEE (Print): ELECTRON HYDRO, LLC

LESSEE (Sign.): THOM FISCHER AS MANAGER

THOM FISCHER
THOM FISCHER
MANAGER